

# TENNESSEE REGULATORY AUTHORITY

RECEIVED



Pat Miller, Chairman  
Deborah Taylor Tate, Director  
Sara Kyle, Director  
Ron Jones, Director

2004 SEP 30 PM 3:17

460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

T.R.A. DOCKET ROOM

## MEMORANDUM

TO: Director Deborah Taylor Tate  
Director Sara Kyle  
Director Ron Jones

FROM: Eddie Roberson, Chief, Consumer Services and External Affairs Division  
Edwin Mimms, Manager, Do Not Call Program  
Jean A. Stone, Counsel

DATE: September 30, 2004

SUBJECT: Settlement with Christopher J. Fischer D/B/A Satellite Solutions (Docket No. 04-00234)

Attached is a Settlement Agreement between the Consumer Services and External Affairs Division ("Staff") and Christopher J. Fischer D/B/A Satellite Solutions ("Satellite Solutions") for violations of the Tennessee Do-Not-Call statute, TCA §65-4-401 *et seq.*

Thirty-five (35) complaints have been registered against Satellite Solutions with the Authority alleging that the company violated TCA §65-4-401 *et seq.* The complaints were registered with the Authority from March 8, 2004 through April 12, 2004. In each of the complaints, the Staff notified Satellite Solutions in writing. This Settlement requires Satellite Solutions to make a payment of \$5,000 to the Authority along with assurances that it will fully comply with applicable state law. The terms of this Settlement require Satellite Solutions to pay the first installment of \$2,500 to the Authority on or before December 31, 2004, with the remaining \$2,500 to be paid no later than June 30, 2005. Satellite Solutions has lost its contracts and is no longer in operation. As part of this settlement agreement, Mr. Fisher has voluntarily agreed not to engage in the business of telemarketing in Tennessee where he has any direct or indirect ownership, for thirty-six (36) months from the settlement date. A representative for Satellite Solutions will be available telephonically or in person for the Conference to answer any question you may have.

Considering all relevant facts, the Staff believes the terms of this Settlement are fair and reasonable and should have the result of no further Do-Not-Call complaints being filed against Satellite Solutions. Staff submits the attached Settlement Agreement for your deliberation at the October 11, 2004 Authority Conference.

cc: Chairman Pat Miller  
Henry Walker, Counsel for Christopher J. Fischer D/B/A Satellite Solutions  
Richard Collier, Chief Counsel

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BEFORE THE TENNESSEE REGULATORY AUTHORITY AM 11:08

NASHVILLE, TENNESSEE

T.R.A. DOCKET ROOM

IN RE: )  
)  
ALLEGED VIOLATIONS OF TENN. ) TRA DOCKET NO. 04-00234  
CODE ANN. §65-4-401 *et seq.*, DO-NOT- )  
CALL SALES SOLICITATION LAW, )  
AND RULES OF TENNESSEE )  
REGULATORY AUTHORITY, )  
CHAPTER 1220-4-11, BY )  
)  
CHRISTOPHER JAMES FISCHER D/B/A )  
SATELLITE SOLUTIONS )  
)

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**SETTLEMENT AGREEMENT**

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This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and Christopher James Fischer d/b/a Satellite Solutions ("Satellite Solutions"). This Settlement Agreement encompasses all thirty-five (35) complaints received by the CSD from March 8, 2004 through April 12, 2004 alleging that Satellite Solutions violated the Tennessee Do-Not-Call Telephone Solicitation law, TENN. CODE ANN § 65-4-401 *et seq.*, and its concomitant regulations.

The state Do-Not-Call statutes prohibit persons from knowingly making or causing to be made telephone sales solicitation calls to residential subscribers in this state who have given timely and proper notice to the TRA of their objection to receiving

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SATELLITE SOLUTIONS

TRA DOCKET NO. 04-00234

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The state Do-Not-Call statutes prohibit persons from knowingly making or causing to be made telephone sales solicitation calls to residential subscribers in this state who have given timely and proper notice to the TRA of their objection to receiving

telephone solicitations. Upon receiving these complaints, the CSD provided Satellite Solutions with notice of the alleged violations.

In an effort to resolve these complaints and other complaints, whether known or unknown by the CSD, occurring prior to the execution of this Settlement Agreement, the CSD and Satellite Solutions have agreed to settle this matter based upon the terms set forth below, subject to approval by the Directors of the TRA.

In negotiating this Settlement Agreement, CSD has relied upon the factors stated in Tenn. Code Ann. § 65-4-116(b), including the defendant's size, financial status, good faith, and the gravity of the violations. Christopher Fischer operated a sole proprietorship doing business as "Satellite Solutions." As a direct result of these complaints to the TRA and other states, Satellite Solutions has lost its telemarketing contracts and is no longer in operation. Mr. Fischer is required to pay this settlement amount and settlement amounts in other states from his personal resources. Finally, the CSD notes that the TRA has received no complaints against Satellite Solutions from Tennessee consumers since April 12, 2004 and that Mr. Fischer has cooperated with the CSD in this investigation. Taking all of these factors into account, the parties agree to the following:

1. Mr. Fischer does not contest the allegations in the complaints.
2. Mr. Fischer agrees to pay five thousand dollars (\$5,000.00) in full settlement of all violations and complaints, whether known or unknown by the CSD, which occurred prior to the execution of this Settlement Agreement. The first installment of \$2,500

will be remitted to the Office of the Chairman of the TRA no later than December 31, 2004.<sup>1</sup> The remaining \$2,500 shall be remitted no later than June 30, 2005.

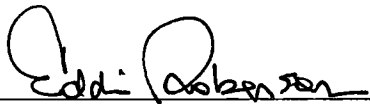
- 3 Mr. Fischer agrees not to engage in any telemarketing business where he has any direct or indirect ownership for thirty-six (36) months from the settlement date.
4. Mr. Fischer agrees to comply with all provisions of the Tennessee Do-Not-Call Telephone Sales Solicitation law and regulations should the company resume doing business in Tennessee.
5. Mr Fischer agrees that a designated representative will participate telephonically or in person at the Authority Conference during which the Directors consider this Settlement Agreement.
6. In the event that Mr. Fischer fails to comply with the terms and conditions of this Settlement Agreement, the Authority reserves the right to re-open this docket Should any violation of the provisions of this Agreement occur subsequent to the date of this Settlement Agreement, such violation shall be treated as a new violation and shall not be deemed cause to re-open this docket.
7. If any clause, provision or section of this Settlement Agreement for any reason is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability, shall not affect any other clause, provision or section of this Settlement Agreement and this Settlement Agreement shall be construed and

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<sup>1</sup> The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, sent to 460 James Robertson Parkway, Nashville, Tennessee 37243, referencing TRA Docket Number 04-00234

enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

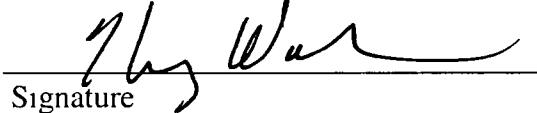
- 8 This Settlement Agreement represents the entire agreement between the parties, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Settlement Agreement, which are not fully expressed herein or attached hereto.



Eddie Roberson  
Chief, Consumer Services Division  
Tennessee Regulatory Authority

Sept. 30, 2004  
Date

Henry Walker for Christopher James  
Fischer d/b/a Satellite Solutions

  
Signature

Henry Walker  
Print Name

Attorney for Chris Fischer  
Print Title

Sept. 30, 2004  
Date